



State of New York
 Division of Housing and Community Renewal
 Office of Rent Administration

75 South Broadway
 Suite # 202
 White Plains, NY 10601-4413
 1-914-948-4434

-650010-

Notice Of Disposition Of Application Or Complaint

Mailing Address of Tenant:

Name: ELENA RUTH SASSOWER
 Number and APT. # - 2C-
 Street: 16 LAKE STREET
 City: WHITE PLAINS,
 State, Zip Code: NEW YORK 10603-
 Building: APT. # - 2C-
16 LAKE STREET

Mailing Address of Owner:

Name: JOAN MCFADDEN
 Number and
 Street: 472 CLEAR MEADOW DRIVE
 City: EAST MEADOW,
 State, Zip Code: NEW YORK 11554-
WHITE PLAINS,
NEW YORK 10603-

IMPROPER EVICTION

Review of the application or other document which you recently submitted to this office indicates that:

- Your request is not filed on the proper form. Proper forms are enclosed.
- You have not furnished all the information requested on the application form. Please file again on the enclosed forms and include all information. Items marked in red must be completed.
- You have failed to sign the application. Please sign the enclosed forms and return.
- Your complaint is not specific enough to be processed.

The matter referred to in your application does not come under the jurisdiction of this office, but you may wish to refer your complaint to a court of competent jurisdiction.

*THE COMPLAINT WILL NOT BE ADDRESSED BY THIS OFFICE - SINCE
 A COURT OF COMPETENT JURISDICTION IS NOW REVIEWING YOUR CASE.*

AWAIT UNTIL THE COURT MAKE A FINAL NOTICE.

AUG 28 2007

Date of Mailing

Very truly yours,

The Westchester District Rent Office

-650010-



New York State
Division of Housing and Community Renewal
Office of Rent Administration

Westchester District Rent Office
75 South Broadway, 2nd Floor
White Plains, New York 10601
Telephone (914)948-4434

Docket Number:

**Individual Tenant Statement of Complaint
(Improper Eviction)**

1. Mailing Address of Tenant: Name: <u>Elena Ruth Sarsower</u> Number and Street: <u>16 Late Street</u> Apt. No.: <u>2C</u> City, State, Zip Code: <u>White Plains, NY</u> <u>10603</u>	2. Mailing Address of Owner: Name: <u>John McFadden</u> Number and Street: <u>472 Clearmeadow Drive</u> City, State, Zip Code: <u>East Meadow, NY</u> <u>11554</u>	
3. Subject Building: (If different from tenant's mailing address) 		
Number and Street	Apt. No.	City, State, Zip Code

Instructions to Tenant: Please type or clearly print all information requested on both sides of this form. Be sure to sign and date the bottom of Side One. Mail or deliver the original plus one copy of the signed form, and one copy of all attachments, to the District Rent Office shown above. Keep one copy for your records.

Part I - General Information

4. The apartment is regulated under ETPA/Rent Stabilization Rent Control

5a. Date you moved in: 11 / 7 / 87 b. Current rent: \$ 1,775 per week month

c. Do you have a current lease? Yes No see attached complaint

If yes, state current lease term: From ___ / ___ / ___ to ___ / ___ / ___
(Please attach a copy of current lease, if available)

Part II- Tenant's Statement of Complaint

6. The conditions complained of on side two of this complaint were brought to the attention of the owner or his/her agent

in person by phone by letter or other written notice.

(Please complete side two of this complaint.) ✓

RECEIVED
 AUG 24 2007
 NY State Office of
 General Services

Part III- Tenant's Affirmation

I have read the information entered above and on Side Two of this form, and I hereby affirm the contents to be true of my own knowledge.

August 24, 2007
Date

Elena Ruth Sarsower
Tenant's Signature

7. My complaint is as follows:

see attached complaint

Be sure to date and sign side one of this form as requested.

Elena Ruth Sassower

*16 Lake Street, Apartment 2C
White Plains, New York 10603*

E-Mail: elenaruth@aol.com

Tel. (914) 949-2169

Fax (914) 428-4994

DATE: August 25, 2007

TO: New York State Division of Housing & Community Renewal:
Office of Rent Administration

FROM: Elena Ruth Sassower

RE: Complaint of Improper Eviction

Upon information and belief, in or about 1982, when 16 Lake Street went co-op, John McFadden, who lived in the building, purchased apartment 2C, in which he did not then live.

In 1987, Mr. McFadden advertised the apartment for sale and I entered into a contract of sale with him, signing an occupancy agreement in conjunction therewith. A year-long sublet agreement was also submitted to the co-op at that time and I was approved for occupancy. In 1988, the co-op board disapproved the sale. However, I continued in occupancy. For more than 14 years, from November 1987 through December 2001, I paid Mr. McFadden the \$1,000 monthly occupancy charge, as fixed by the 1987 occupancy agreement.

In November 2001, Mr. McFadden sent me a letter unilaterally announcing a \$60 increase to \$1,060 per month, effective January 2002, which he identified as "Due to the increased costs associated with Apartment 2C". I paid this increase, without question – as likewise the subsequent increases he unilaterally announced by letters: an increase of \$140 to \$1,200, effective January 2004; an increase of \$400 to \$1,600, effective January 2005; an increase of \$60 to \$1,660, effective February 2006. None of these increases were for repair and maintenance of the apartment, none of which Mr. McFadden did and all of which I assumed.

By letter dated October 1, 2006, Mr. McFadden unilaterally announced a further increase of \$115 to \$1,775, effective January 2007. His letter did not claim that such was "Due to increased costs" – a fact I pointed out in my responding October 31, 2006 letter. In that letter, I questioned, for the first time, his increase and asked that he furnish me with information as to the monthly charges he had paid the co-op since January 2002 – the effective date of his initial increase.

Mr. McFadden ignored this request, which I reiterated, and threatened that unless I paid his increase, as demanded, he would take "appropriate action" against me.

Mr. McFadden never furnished me with the information as to the monthly charges he paid the co-op since January 2002. Nor did he respond to my offer to put the additional \$115 in escrow pending our sitting down together to amicably resolve our differences and clarify our

respective rights and responsibilities – including who was to pay for such long overdue repairs as the shower in the master bedroom which had been unusable for years, the living room air-conditioner which had never worked, the bedroom air-conditioners which were relatively ineffective, as well as more recent needed repairs as the toilet in the main bathroom which could not be used because it spouted water out of the back pipe when flushed.

Instead, on April 20, 2007, Mr. McFadden served me with a notice purporting to terminate my “tenancy” as of May 31, 2007 and threatening summary proceedings to evict me if I did not vacate as of that date. He identified no reason therein for his action. On July 9, 2007, he served me with a notice of petition and petition, commencing eviction proceedings in White Plains City Court. Among the material facts omitted from Mr. McFadden’s petition: (1) that he had demanded from me an increase in the monthly occupancy to \$1,775; (2) that he had demanded prior increases; (3) that the original monthly occupancy, as fixed by the 1987 occupancy agreement, was \$1,000; and (4) that since January 2007 I had been paying his demanded \$1,775 of which I was giving him \$1,660 outright, accompanied by my requests that he deduct the additional \$115 from the \$1,700 I had laid out, years before, to replace the 30-year old refrigerator and stove, which were barely functional.

Rather than recite any of the foregoing, his petition baldly purported that “the term” of my occupancy had expired on May 31, 2007 and that after that date, I should pay \$2,200 as the “fair market value” for my “use and occupancy” of the apartment, in other words, a whopping \$425 more than the undisclosed and unexplained \$1,775 monthly occupancy he had demanded from me.

His paragraph immediately preceding his request that the Court require me to pay \$2,200 in monthly occupancy states:

“13. The premises are not subject to the Emergency Tenants Protection Act or other rent regulation pursuant to the Resolution adopted by the Common Council of the City of White Plains of September 9, 1992 because the premises is a coop apartment, the shares of the coop cooperation that owns the premises and that are appurtenant thereto having been sold by the sponsor in an arms length sale to a bona fide purchaser; to wit; petitioner, as and for the purchaser’s actual residence.”

Is this a true statement? I understand from Roberto Rodriguez of your office with whom I spoke on August 21, 2007, that your file for 16 Lake Street shows that Apartment 2C was originally covered under the Emergency Tenancy Protection Act and that there is nothing on file showing that it is no longer covered. I also understand from Rosemary Cantaloupe of your office, with whom I spoke on July 24, 2007 that it is unclear that the September 9, 1992 Common Council Resolution would have removed coverage. According to Ms. Cantaloupe, White Plains got “creative” in its Resolution, which she said was vague as compared to other municipal resolutions, including as to whether or not it was to be applied retroactively. She

further stated that the Office of Rent Administration could never get a definitive answer at that time and that such Resolution might have been superseded by the Rent Regulations Reform Act of 1993, passed by the State Legislature, which was prospective in effecting deregulation of co-ops and condos after July 7, 1993.

I would further note that the 1987 sublet agreement with Mr. McFadden, submitted to the co-op, states: "The lease shall be for a period of one year subject to Board approval prior to any extension and upon repayment of the required application fee." There was never any subsequent lease – and I am unaware as to whether Mr. McFadden ever apprised the co-op board of any of his increases in the \$1,000 monthly occupancy fixed by the 1987 occupancy agreement.



ELENA RUTH SASSOWER